

408

# REAL ESTATE CONTRACT

For Unimproved Property

THIS CONTRACT, made this 15th day of October, 1970, between

MEL E. STEWART and VERNA M. STEWART, hereinafter called the "seller" and  
husband and wife,

WILLIAM J. KELLUM and EDITH KELLUM, hereinafter called the "purchaser,"  
husband and wife,

WITNESSETH: The seller agrees to sell to the purchaser, and the purchaser agrees to purchase of the

seller: the following described real estate with the appurtenances, situate in Skamania County,  
Washington:

Lot 7 of MAPLE HILL TRACTS NO. 2 according to the official  
plat thereof on file and of record at page 125 of Book A of  
Plats, Records of Skamania County, Washington.

Free of incumbrances, except: Restrictive covenants and conditions of owner-  
ship imposed on the above described real property by a declar-  
ation dated September 15, 1966, and recorded September 15, 1966,  
at page 255 of Book 56 of Deeds, under Auditor's File No. 67476,  
Records of Skamania County, Washington.

On the following terms and conditions: The purchase price is One Thousand and no/100ths -  
One Hundred and no/100ths - (\$ 1,000.00 ) dollars, of which  
has been paid, the receipt whereof is hereby acknowledged, and the purchaser agrees to pay the balance of said  
purchase price as follows:

The purchasers agree to pay the balance of the purchase price in the  
sum of Nine Hundred and no/100ths (\$900.00) Dollars in monthly install-  
ments of Twenty five and no/100ths (\$25.00) Dollars, or more, commenc-  
ing on the 15th day of November, 1970, and on the 15th day of each  
and every month thereafter until the full amount of the purchase price  
together with interest shall have been paid. The monthly installments  
shall include interest at the rate of six per-cent (6%) per annum com-  
puted upon the monthly balances of the unpaid purchase price, and shall  
be applied first to interest and then to principal. The purchasers  
reserve the right at any time they are not in default under the terms  
and conditions of this contract to pay without penalty any part or all  
of the unpaid purchase price, plus interest then due.

It is agreed that the purchasers, their heirs and assigns, shall have  
no rights to water service from the Maple Hill Water Company for the  
benefit of Lot 7 aforesaid.

The purchaser may enter into possession immediately

The property has been carefully inspected by the purchaser, and no agreements or representations per-  
taining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees: to pay before delinquency all taxes and assessments assumed by him, if any, and  
any which may, as between grantor and grantee, hereafter become a lien on the premises; not to permit waste;  
and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any  
such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the  
purchase price and be payable forthwith with interest at the rate of ten per cent per annum until paid, without  
prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of any part of the property for a public use, and agrees that  
any such taking shall not constitute a failure of consideration, but all moneys received by the seller by reason  
thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be  
required to expend in procuring such moneys.

If seller's title to said real estate is subject to an existing contract or contracts under which seller  
is purchasing said real estate, or any mortgage or other obligation, which seller is to pay, seller agrees to  
make such payments in accordance with the terms thereof, and upon default, the purchaser shall have  
the right to make any payments necessary to remove the default, and any payments so made shall be  
applied to the payments next falling due the seller under this contract.

The seller agrees, upon full compliance by the purchaser with his agreements herein, to execute and

deliver to the purchaser a warranty deed to the property, excepting any part which may have been condemned, free of incumbrances except those above mentioned, and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Transamerica Title Insurance Company standard form purchaser's title policy when the purchaser shall have paid the purchase price in full insuring the title to said property with liability the same as the above purchase price, free from incumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

Service upon purchaser of all demands, notices or other papers with respect to forfeiture and termination of purchaser's rights may be made by United States Mail, postage pre-paid, return receipt requested, directed to the purchaser at his address last known to the seller.

In Witness Whereof the parties have signed and sealed this contract the day and year first above written.

Mel E. Stewart (Seal)  
Verna M. Stewart (Seal)  
William J. Kellum (Seal)  
Edith A. Kellum (Seal)

375

No. TRANSACTION EXCISE TAX

OCT 21 1970  
Amount Paid \$16.20  
By Skamania County Auditor  
Please Sign by Skamania County Auditor



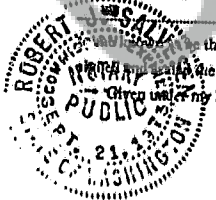
STATE OF WASHINGTON,  
County of Skamania

I, the undersigned, a notary public in and for the state of Washington, hereby certify that on this 16th day of October, 1970, personally appeared before me

MEL E. STEWART and VERNA M. STEWART, husband and wife,

the individual(s) described in and who executed the foregoing instrument, and acknowledged that they were and voluntarily act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year last above written.



Robert J. Salmon  
Notary Public in and for the state of Washington,  
residing at Stevenson therein.

Transamerica Title Insurance Co

A Service of Transamerica Corporation

72785

Filed for Record at Request of

Name.....

Address.....

City and State.....

REGISTERED	E
INDEXED: DIRECT	E
INDIRECT	E
RECORDED:	
COMPARED	
MAILED	

STATE OF WASHINGTON  
COUNTY OF SKAMANIA  
I HEREBY CERTIFY THAT THE WITHIN INSTRUMENT OF WRITING FILED BY RJ Salmon OF Stevenson Sh AT 10:40 on Oct 21 1970 WAS RECORDED IN BOOK 62 OF Need AT PAGE 375 RECORDS OF SKAMANIA COUNTY, WASH. Ed McGee COUNTY AUDITOR